

**CONTRACT #10**  
**RFS # 348.00-248**

**Tennessee Bureau of  
Investigation**

**VENDOR:**  
**South Carolina Research  
Authority**

# REQUEST: NON-COMPETITIVE AMENDMENT

Tennessee Bureau of Investigation  
901 R.S. Gass Blvd.  
Nashville, TN 37216

APPROVED

Commissioner of Finance & Administration  
Date:

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) RFS # 348.00-248

RECEIVED

2) State Agency Name : Tennessee Bureau of Investigation

JUL 20 2007

## EXISTING CONTRACT INFORMATION

FISCAL REVIEW

3) Service Caption : Provision of oversight of a records management system for the Tennessee Fusion Center

4) Contractor : South Carolina Research Authority

5) Contract # FA-07-20871-00

6) Contract Start Date : 23-Apr-2007

7) Current Contract End Date IF all Options to Extend the Contract are Exercised : 31-Dec-2008

8) Current Total Maximum Cost IF all Options to Extend the Contract are Exercised : \$700,000

## PROPOSED AMENDMENT INFORMATION

9) Proposed Amendment # 1

10) Proposed Amendment Effective Date : July 1, 2007  
(attached explanation required if date is < 60 days after F&A receipt)

11) Proposed Contract End Date IF all Options to Extend the Contract are Exercised : 31-Dec-2008

12) Proposed Total Maximum Cost IF all Options to Extend the Contract are Exercised : \$700,000

13) Approval Criteria :  
(select one)

☒ use of Non-Competitive Negotiation is in the best interest of the state

☐ only one uniquely qualified service provider able to provide the service

14) Description of the Proposed Amendment Effects & Any Additional Service :

This proposed amendment changes some of the milestone completion dates and breaks down some of the original milestones.

15) Explanation of Need for the Proposed Amendment :

Because of unforeseen issues, the milestone dates need to be changed and some of the milestones need to be broken into smaller

goals.

**16) Name & Address of Contractor's Current Principal Owner(s) :**  
(not required if proposed contractor is a state education institution)

South Carolina Research Authority, 5300 International Boulevard, North Charleston, SC 29418

**17) Documentation of Office for Information Resources Endorsement :**  
(required only if the subject service involves information technology)

select one:

☐

Documentation Not Applicable to this Request

☒

Documentation Attached to this Request

**18) Documentation of Department of Personnel Endorsement :**  
(required only if the subject service involves training for state employees)

select one:

☒

Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

**19) Documentation of State Architect Endorsement :**  
(required only if the subject service involves construction or real property related services)

select one:

☒

Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

**20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :**

The scope of services is not changing. The only changes are that the milestone dates need to be rearranged and that some milestones are being broken into smaller goals instead of a complete milestone.

**21) Justification for the Proposed Non-Competitive Amendment :**

It is in the best interest of the state to allow the goals to be broken into more manageable milestones and for the dates to be rearranged to meet a new milestone schedule.

**REQUESTING AGENCY HEAD SIGNATURE & DATE :**

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)

  
Agency Head Signature

6/26/07  
Date

AMENDMENT ONE  
TO FA-07-20871-00

This CONTRACT, by and between the State of Tennessee, Tennessee Bureau of Investigation, hereinafter referred to as the State, and South Carolina Research Authority, hereinafter referred to as the CONTRACTOR, is hereby amended as follows:

1. Delete Section C3 in its entirety and insert the following in its place:

C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

<u>MONTH</u>	<u>SERVICE UNIT/MILESTONE</u>	<u>COMPLETION DATE</u>	<u>AMOUNT</u>
May	Installation and demonstration of LEADR on TBI provided test bed platform with delivery of LEADR IEPD.	4-May-07	\$30,797
May	Establish contract with VisionAIR and M&M Microsystems including the Non-Disclosure Agreement, the Teaming Agreement, Pricing Negotiations, and Specifications.	18-May-07	\$5,898
	Installation and demonstration of Johnson City Police Department Replication on TBI provided test bed platform using available replicator from South Carolina which pulls all South Carolina data elements from RMS.	21-May-07	\$27,459
	Development of a full scope project plan including the costs (by milestone) schedule dates and responsible parties	28-May -07	\$12,318
	Publish TBI LEADR Functional Requirements Document. This document will include Base System Functionality, Base Architecture, Design System Profile (Hardware Components and Software Components), Data flow Diagram, Data Schema Definition, and System Security.	31-May-07	\$30,796
	Deliver Monthly Status Report including cost-to-date, completed activities, work in progress and planned tasks.	31-May-07	\$12,318
May	Design Review Meeting and Meeting Minutes to include review of Design Components, Security Mechanisms, Administration, and TBI replicator.	31-May-07	\$49,273
	Perform Installation of LEADR production platform utilizing TBI provided hardware including database server, web services server, certificate server, and database management systems; Data warehouse installation, demonstration of security mechanism, warehouse functionality and fail over functionality; Provide "on the job" orientation to security mechanisms and	31-May-07	\$317,848

	administration.  Deliver April Status Report including cost-to-date, completed activities, work in progress, and planned tasks.	31-May-07	\$12,318
June	<p>Conceptual Design Review meeting and Meeting minutes to include review of Design Components, Security Mechanism, Administration, and TBI replicator.</p> <p>Perform 60% Installation of LEADR production platform utilizing TBI provided hardware including database server, web services server, certificate server, and database management system; Data warehouse installation, demonstration of security mechanism, warehouse functionality and fail over functionality; Provide "on the job" orientation to security mechanisms and administration.</p> <p>Design of Data recovery procedures and interface installation processes for each interface type.</p> <p>Design of System operational document including replication processes, user interfaces, and system test processes.</p> <p>Deliver Monthly Status Report including cost-to-date, completed activities, work in progress, and planned tasks.</p>	<p>30-Jun-07</p> <p>30-Jun-07</p> <p>30-June-07</p> <p>30-June-07</p> <p>30-June-07</p>	
July	<p>Perform 40% Installation of LEADR production platform utilizing TBI provided hardware including database server, webs services server, certificate server, and database management systems; Data warehouse installation, demonstration of security mechanism, warehouse functionality; Provide "on the job" orientation to security mechanisms and administration.</p> <p>Publish and deliver draft operational documents.</p> <p>Approval from the State regarding the development processes, design specifications, testing plans and implementation plans of each agencies interface including VisionAir, M&amp;M Microsystems, and TBI's TIBRS.</p> <p>Design of Data Element Filter including Design Review Meeting &amp; Minutes, Planned Test Plan Updates and Planned Updates to Administrator Training Document.</p> <p>Installation according to specifications for 2 VisionAIR agencies (i.e., Johnson City Police Department, and Washington County Sheriff's Department).</p> <p>Deliver Monthly Status Report including cost-to-date, completed activities, work in progress, and planned tasks.</p>	<p>15-Jul-07</p> <p>30-Jul-07</p> <p>30-Jul-07</p> <p>30-Jul-07</p> <p>30-Jul-07</p> <p>30-Jul-07</p>	<p>\$127,139</p> <p>\$18,478</p> <p>\$6,159</p> <p>\$30,796</p> <p>\$6,169</p> <p>\$12,339</p>

August	Approval for TIBRS information extraction design and test implementation, development, testing and installation according to specifications for the following interfaces: VisionAIR, M&M Microsystems, and TBI's TIBRS extractions utility with testing criteria met for records being successfully submitted from each system.	31-Aug-07	\$7,404
	Installation according to specifications for the final 2 VisionAIR agencies (i.e., Bristol Police Department and Sullivan County Sheriff's Department)	31-Aug-07	\$2,468
	Delivery of draft of training materials for users and administrator for VisionAIR, M&M Microsystems, and TBI's TIBRS.	31-Aug-07	\$6,170
	Deliver Monthly Status Report including cost-to-date, completed activities, work in progress, and planned tasks.	31-Aug-07	\$12,339
September	Installation according to web-RMS specifications for TBI's TIBRS agencies.	30-Sept-07	\$6,169
	Installation according to specifications for the 2 M&M agencies (Greene County Sheriff's Department and Hawkins County Sheriff's Department).	30-Sept-07	\$2,468
	Publish TBI TIBRS Installation Document for TBI IT staff.	30-Sept-07	\$4,936
	Demonstration of desired results at TBI Fusion Center using installed warehouse and installed interfaces and incorporate training materials into operational documents.	30-Sept-07	\$11,106
	Deliver Monthly Status Report including cost-to-date, completed activities, work in progress, and planned tasks. Provide project closeout meeting minutes.	30-Sept-07	\$12,339
October	Provide Training Materials to TBI.	31-Oct-07	\$12,339
	Provide three training classes on back-to-back days. These training sessions will be broken into two 3-hour sessions for each day (Admin and User). The first two days of training will be in Washington County at a TBI designated training center. The third day will be for TBI.	31-Oct-07	\$12,339
			\$700,000

The Contractor shall submit invoices after completion of each Milestone. Such invoices shall be submitted for project milestones for the amount stipulated. Invoices shall be paid within 30 days of inspection and acceptance of Milestone deliverables.

The other terms and conditions of this CONTRACT not amended hereby shall remain in full force and effect.

**WITNESS WHEREOF:**

**SOUTH CAROLINA RESEARCH AUTHORITY:**

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**NAME AND TITLE**

**DATE**

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**JOHN H. BRADHAM, PhD, VICE PRESIDENT SOUTH CAROLINA RESEARCH AUTHORITY**

**TENNESSEE BUREAU OF INVESTIGATION:**

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**MARK GWYN, DIRECTOR**

**DATE**

**APPROVED:**

**DEPARTMENT OF FINANCE AND ADMINISTRATION:**

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**M. D. GOETZ, JR., COMMISSIONER**

**DATE**

**DEPARTMENT OF PERSONNEL:**

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**DEBORAH E. STORY, COMMISSIONER**

**DATE**

**COMPTROLLER OF THE TREASURY:**

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**JOHN G. MORGAN, COMPTROLLER OF THE TREASURY**

**DATE**

**Explanation as to Request Item # 5**

Due to the fact that the contract did not start on schedule and that the milestones are now off target, the new milestone schedule needs to be implemented as soon as possible.



**FAX TRANSMITTAL****to Request OIR Procurement Endorsement**

**TO :** Jane Chittenden, Director  
OIR Procurement & Contract Management **FAX # 741-6164**

**FROM :** Nancy Myers, Staff Attorney **FAX # 744-4656**

**DATE :** June 25, 2007

**RFS #** 348.00-248

**RE :** Procurement Endorsement — Fusion Center Amendment

**NUMBER OF FAX PAGES (including cover) : 8**

The nature and scope of service detailed in the attached service procurement document(s) appears to require Office for Information Resources (OIR) review and support, because the procurement involves information technology or information systems services.

This communication seeks to ensure that OIR is aware of the procurement and has an opportunity to review the matter. Please determine whether OIR is supportive of the procurement. If you have any questions or concerns about this matter, please call Nancy Myers at 615-744-4296.

Please indicate below your response to this proposed procurement, and return this communication at your earliest convenience (note the return FAX number above).

Thank you for your help.

Attachment(s)

**OIR Endorsement :**

Bill Ezell (ges)

7/2/07

**OIR Chief Information Officer**

**Date**

# CONTRACT SUMMARY SHEET

021406

<b>R/S #</b>	<b>Contract #</b>
<b>348.00-248</b>	<b>FA-07-20871-00</b>
<b>State/Agency</b>	<b>State/Agency/Division</b>
Tennessee Bureau of Investigation	Information Systems
<b>Contractor Name</b>	<b>Contractor ID # (FEIN or SSN)</b>
South Carolina Research Authority	<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 570736144-00

**Service Description**

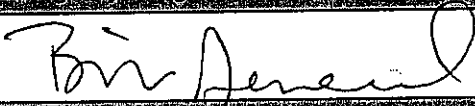
This contract is for the provision of oversight of a records management system for the Tennessee Fusion Center.

<b>Contract BEGIN Date</b>	<b>Contract END Date</b>	<b>Subrecipient or Vendor?</b>	<b>CFDA #</b>
23-Apr-2007	31-Dec-2008	Vendor	

**Mark Each TRUE Statement**

☒ Contractor is on STARS ☒ Contractor's Form W-9 is on file in Accounts

Allocation Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
34800	12	83	11		
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2007			\$ 591,414.00		\$ 591,414.00
2008			\$ 108,586.00		\$ 108,586.00
			\$ 700,000.00		\$ 700,000.00

— COMPLETE FOR AMENDMENTS ONLY —			State/Agency Fiscal Contact & Telephone #
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Brian Senecal, Fiscal Director 615.744.4112
			State Agency Budget Officer Approval
			
			Funding Certification (certification required by T.O.A. § 3-4-13, if there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
<b>TOTAL</b>			
<b>End Date</b>			

**Contractor Ownership** (complete only for base contracts with contract prefix FA or GR)

<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input checked="" type="checkbox"/> NOT disadvantaged
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged	

**Contractor Selection Method** (complete for ALL base contracts— N/A to amendments or delegated authorities)

<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method
<input checked="" type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government (eg, ID, GG, GU)	<input type="checkbox"/> Other

**Procurement Process Summary** (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)

The record management system for a fusion center is a very new technological tool that is not readily available. Representatives from TDOS and TBI visited four states (with four different vendors) to observe the RMS systems. Other states were also contacted by phone and interviewed about the RMS's in those states. The system in use in South Carolina was the only operational fusion center. There would be insufficient time to bid the project out because of the expiration of several federal grants that will fund the project.